



SCOTT FITZPATRICK MISSOURI STATE AUDITOR

Francis Howell R-III School District Investigative Summary

Summary of Significant Complaint(s) reported:

The State Auditor's Office (SAO) received concerns regarding the resignation of, and the district's payment of a settlement to, Dr. Mike Dominguez, former Superintendent of the Francis Howell R-III School District (FHSD).

Background:

On December 12, 2024, the Board authorized former Board President Adam Bertrand to research superintendent search firms including interviewing the firms and obtaining proposals. On December 18, 2024, during a special Board meeting, the Board approved entering into a contract with a vendor to conduct the district's superintendent search with one Board member voting against the measure. The district paid the vendor a total of \$40,151 for services and expenses related to travel and accommodations for candidates. The superintendent search process was conducted during January, February, and March 2025.

On March 14, 2025, the Board of Education approved a 3-year contract for Dr. Dominguez to be the Superintendent for the period July 1, 2025, through June 30, 2028, with an annual salary of \$250,000 and up to a \$10,000 reimbursement of moving expenses. The district's external legal counsel (counsel) confirmed the district did not reimburse him for any moving expenses.

The Board learned information following its hiring of Dr. Dominguez that caused it to lose confidence in Dr. Dominguez's ability to effectively manage the district. Due to this, the Board placed Dr. Dominguez on paid administrative leave effective July 1, 2025, until further notice. The Board subsequently appointed Mark Delaney as Interim Superintendent effective July 1, 2025. On July 31, 2025, the Board approved Dr. Dominguez's separation agreement that terminated the employment contract by mutual agreement, accepted his resignation effective immediately, and negotiated a settlement payment of approximately \$230,000.

Methodology

Our investigation included a review of various documents relating to the hiring and resignation of Dr. Dominguez, including his employment contract and separation agreement; application materials, including superintendent search firm documentation and Dr. Dominguez's personnel file; former Superintendent Dr. Kenneth Roumpos' and current Superintendent Mark Delaney's employment contracts; closed Board meeting minutes; and the Board's explanation for Dr. Dominguez's resignation and its decision to pay a settlement payment.

On November 25, 2025, the SAO issued a subpoena to the FHSD Board President for an explanation of the reasons that led to the resignation of Dr. Dominguez, un-redacted closed meeting minutes, and Dr. Dominguez's employment application materials. See Attachment A.

Complaint Review:

Opportunities existed for the Board to identify issues with the hiring of Dr. Dominguez sooner and avoid additional costs to the district. Despite this initial lack of due diligence, it appears the Board took timely action when it learned of potential concerns.

Superintendent Search

The Board did not use a formal process to competitively procure the superintendent search firm and did not document how the firm was selected. Instead, it relied on the former Board President and former Chief Financial Officer (CFO) to informally solicit proposals. We reviewed documentation prepared by the former CFO showing the 4 firms considered. The documentation did not include scoring or any indication of why the chosen firm was selected. The chosen firm was the second highest cost proposal. According to the Board's counsel, one of the main factors considered was that the selected vendor had recently completed the superintendent search for the local school district that hired away FHSD's previous superintendent.

Board policy does not require competitive bids for professional services, and the Board felt the delay of a formal competitive bid process would eliminate viable candidates. However, a formal process for periodically soliciting proposals for professional services and documenting the selection process is a good business practice, helps provide a range of possible choices, and allows the district to make better-informed decisions to ensure necessary services are obtained from the best qualified provider (taking expertise, experience, and/or cost into consideration), and would provide a more transparent procurement process. Additionally, given the significance of the position being filled, it is incumbent on the Board to take all necessary steps to ensure those performing the search are well-qualified. A more thoughtful process may have prevented some of the issues with the search discussed in the remainder of this report.

Search Firm Did Not Identify Concerns

The Board's search firm did not identify some potential concerns when hiring Dr. Dominquez. Background checks conducted as part of the hiring process did not reveal any issues and nothing concerning related to his prior employment was communicated during reference checks. However, the Board indicated that the search firm did only a cursory social media search and did not identify that Dr. Dominguez's former school district did not extend his contract.

In addition, we reviewed the application materials and personnel file for Dr. Dominguez. We noted the application contained several typographical errors and did not include references or letters of recommendation from his most recent employer, Garden City School District (GCSD) in Garden City, Kansas. The absence of these materials is notable, but the Board did not question this. Dr. Dominguez later provided GCSD employees as references. In addition, the Board did not know of or question Dr. Dominguez's resignation from the GCSD a year in advance of his contract expiration. According to counsel, the Board inferred the early resignation could be due to the possibility GCSD would not extend a contract to the Superintendent, indicating they would have found this suspicious if they were aware of it prior to hiring. Counsel indicated neither the Board nor search firm was aware of the announced resignation, despite the information being publicly available and easily searchable online as of July 2024.¹

According to counsel, in May 2025, after Dr. Dominguez was hired as Superintendent, Board members became aware of a social media post detailing concerns with Dr. Dominguez's tenure at GCSD. The Board investigated the issues raised in the social media post by speaking with a GCSD Board member and other district stakeholders. As part of the investigation, the Board learned the GCSD Board held several closed session meetings to discuss personnel matters when Dr. Dominguez was not in attendance. Counsel

¹ *Board of Education Meeting Recap July 22*, Garden City Public Schools, July 23, 2024, <<https://www.gckschools.com/article/1684068>>, accessed January 27, 2026.

indicated the Board believes Dr. Dominguez's performance was discussed at these meetings. In addition, after Dr. Dominguez began his transition to the district, additional concerns were raised to the Board about his competency as the Superintendent and his ability to lead the district. None of the concerns identified were discovered during the initial hiring process, despite the Board speaking with at least one GCSD Board member as a reference prior to hiring Dr. Dominguez.

In its response, the Board indicated it was reasonable to rely on the search firm because the hiring of a superintendent is not a routine exercise for the members of the Board. However, since 2022, the Board has hired 3 Superintendents including Dr. Dominguez. While use of a search firm is reasonable, given the frequency of Superintendent turnover and the critical nature of the position, it is necessary for the Board to exercise due diligence when making hiring decisions.

Superintendent Contract

The Board's contract with Dr. Dominguez included multiple provisions for early termination of the contract, including termination for disability, for cause, by mutual agreement, and satisfaction of the contract. These provisions had significant financial implications to the district. District counsel indicated the contract was terminated by a mutual agreement to settle, but not the "Termination-Mutual Agreement" clause of the contract which stated, "if the Superintendent seeks to resign before the end of the term of this contract, the Board may negotiate with the Superintendent a settlement amount in consideration for agreement to release the Superintendent from the contractual obligations." Alternatively, the "Satisfaction of Contract" clause included in both Dr. Dominguez's contract and the current Superintendent's contract allows the district to terminate an agreement at any time by paying all of the contract salary for the remainder of the contract period. Had the Board terminated the agreement under this clause, without settling, it likely would have needed to pay Dr. Dominguez for the 3-year contract period, or \$750,000.

Counsel indicated the Board chose to terminate by mutual agreement due to potential litigation and concerns with disruption to the district. The contract allowed for termination with cause for several reasons including, but not limited to, neglect of duties and responsibilities, incompetency, failure to comply with rules policies and/or rules and regulations of the Board, or immoral conduct. Counsel indicated, while the Board's concerns related to the former Superintendent's actions, they were prior to his employment and the effective date of contract provisions.

The Board interviewed Dr. Dominguez, with his legal counsel present, on July 24, 2025, and asked questions about the concerns that were brought to the Board's attention and information discovered during the related investigation. Dr. Dominguez provided responses to the concerns and denied misrepresenting himself during the initial hiring process. Dr. Dominguez disputed that the Board had sufficient evidence to terminate his employment contract and threatened legal action if the Board proceeded with his contract termination. The Board and Dr. Dominguez ultimately agreed to terminate the contract by mutual agreement on July 31, 2025.

According to counsel, the Board considered the following when deciding to proceed with the separation agreement:

- The disruption to the district of going through additional investigation of the concerns, a lengthy termination proceeding, and litigation with Dr. Dominguez.
- The cost of proceeding with a lengthy and contested termination proceeding, which would include taking depositions of multiple out-of-town witnesses.

- The cost of defending litigation and the risk of a potential judgment, including that a judgment for damages for breach of contract would not be covered under the district's liability insurance policy.
- The uncertainty surrounding litigation with Dr. Dominguez.
- The desire for stability in the district.

As part of Dr. Dominguez's separation agreement, the district paid him a lump sum of \$229,167, which "represents a settlement payment to resolve an employment dispute." The settlement amount reflects the remaining salary for the first year of Dr. Dominguez's 3-year employment contract. In addition, as part of the agreement, both parties agreed that if they are asked about the resolution of the employment dispute, they would respond, "Dr. Dominguez resigned from the Francis Howell School District effective on July 1, 2025. I cannot comment further on a confidential personnel matter." The agreement included a full waiver of claims and a release from all liability by Dr. Dominguez to ensure the matter was closed.

If the Board had terminated for cause or otherwise did not enter into the agreement, Dr. Dominguez could have been entitled to a hearing before the Board, and he could have made the argument that the concerns the Board found were not new and the Board either did not do its due diligence in the hiring process or did not find the concerns significant. While the Board attempted to avoid operational disturbances, the separation agreement resulted in paying a Superintendent who did not perform any work for the district his full annual salary, \$250,000.² In addition, if the Board had terminated for cause and Dr. Dominguez followed through with legal action against the district, the concerns identified by the Board could have become public information and eliminated some of the secrecy and public questioning of the Board's decisions.

Conclusion:

The Board's insufficient selection process for its superintendent search firm and the search firm's insufficient candidate vetting resulted in instability in leadership, a settlement payment of \$229,167, and a total of \$250,000 paid to a Superintendent who performed no work for the district. The Board's response indicates it relied on the work of the search firm that was not competitively selected because the hiring of a Superintendent is not routine. However, the Board has hired 3 superintendents since 2022 and has the responsibility for overseeing district hiring overall. Additionally, the Board itself acknowledged shortcomings in the firm's process during our discussions. In the future, the Board should exercise due diligence when hiring new employees, especially employees in executive leadership positions. This should include a formal and rigorous evaluation process using a competitively procured and evaluated vendor to prevent uncertainty in its leadership positions and prevent large payouts. The Board should ensure contractual provisions appropriately protect the district and consider termination for cause when appropriate.

² Dr. Dominguez received approximately one month of salary while on administrative leave. The \$229,167 settlement payment represented the remainder of his \$250,000 contracted annual salary.



SCOTT FITZPATRICK
MISSOURI STATE AUDITOR

SUBPOENA

To:

Steven Blair, Board President
801 Corporate Centre Dr.
O'Fallon, MO 63368

Via:

Margaret Hesse
Tueth Keeney Cooper Mohan Jackstadt, PC

YOU ARE COMMANDED AND REQUIRED to appear personally before the State Auditor or his representative Kelly Davis, Audit Director, at 1390 Timberlake Manor Parkway, Suite 520, Chesterfield, Missouri 63017, at 10:00am on January 7, 2026, for purposes of providing testimony, and producing for examination, copying, and interrogation the following records and documents listed on Exhibit A attached to this Subpoena.

In lieu of appearance, physical access to the records described in Exhibit A may be granted for State Auditor staff on or before the appearance date listed above. Alternatively, records may be shipped to the Missouri State Auditor to the attention of Kelly Davis at 1390 Timberlake Manor Parkway Suite 520, Chesterfield, Missouri 63017, or you may send them electronically to Kelly.Davis@auditor.mo.gov to be received no later than the appearance date listed above.

ISSUED this 25th day of November, 2025 pursuant to Section 29.235.4(1), RSMo.

A handwritten signature in blue ink that reads "Scott Fitzpatrick".

Scott Fitzpatrick
Missouri State Auditor

I served the foregoing subpoena by Serving Michelle Jones on this 1st day of December, 2025.
Executive Assistant
Secretary

A handwritten signature in blue ink that reads "Martin Huerchel".



SCOTT FITZPATRICK
MISSOURI STATE AUDITOR

EXHIBIT A

You are to preserve for production and inspection, and then appear as instructed on the attached subpoena and produce for inspection and examination, the following items in your possession or under your control:

- An explanation of the reasons that led to the resignation of Dr. Mike Dominguez, former Superintendent.
- Un-redacted closed meeting minutes related to the Board's decision for the settlement agreement and acceptance of resignation of Dr. Dominguez.
- Dr. Dominguez's employment application materials including background checks and reference checks.

This request for records includes all materials that exist in paper ("hard copy") or electronic form (including but not limited to records and data maintained on computers, tablets, smart phones, external electronic storage drives, thumbnail drives, remote servers or back up tapes). All information requested in the items above are subject to inspection, review and copying by the state auditor. Section 29.235.4(1), RSMo.



TUETH KEENEY
COOPER MOHAN JACKSTADT P.C.

Margaret A. Hesse

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PLEASE REPLY TO MISSOURI OFFICE

May 26, 2026

Kelly.Davis@auditor.mo.gov

Ms. Kelly Davis
Audit Director
Office of the Missouri State Auditor
P.O. Box 869
Jefferson City, MO 65102

***Re: Response to Francis Howell R-III School District
Investigative Summary***

Dear Ms. Davis,

This letter is being sent on behalf of the Francis Howell R-III School District Board of Education in response to the Missouri State Auditor's Investigative Summary regarding Dr. Mike Dominguez. We appreciated the opportunity to respond to your requests throughout this process and to provide a response to your investigative summary.

1. Hiring of Dr. Dominguez

The Auditor found that there was a lack of due diligence with the hiring of Dr. Dominguez.

The Board retained a professional search firm that had a proven track record with at least one other area public school district and relied upon the search firm's expertise in recruiting, interviewing, and vetting of candidates. The Board engaged this professional search firm after it pursued and received bids from four superintendent search firms. The Board feels that it acted appropriately by engaging a professional to assist with the hiring of a new superintendent.



The Auditor further found that the Board took timely action when it learned of concerns regarding Dr. Dominguez and took steps to prevent similar payouts in the future. The Board appreciates this finding.

2. Superintendent Search – Procurement of Search Firm

The Auditor did not make any finding that the Board violated Missouri law or Board policy regarding the procurement of the search firm. We agree that the procurement was consistent with the law and policy. For purposes of public trust, we would have appreciated an affirmative statement by the Auditor that the Board complied with both Missouri law and Board policy. While the Board followed relevant State law and District policies in pursuing and receiving bids from superintendent search firms, the Board will incorporate the Auditor's advice for a more formal process in the future.

3. Search Firm Did Not Identify Concerns

As was stated above, and throughout this process, the Board retained a professional search firm and relied upon their expertise. The hiring of a superintendent is not a routine exercise for the members of the Board, and we believe it was reasonable for the Board to rely upon the selected professional.

4. Superintendent Contract

The Auditor has not identified any violations of Missouri law, Board policy or contract with respect to the separation agreement with Dr. Dominguez. While the Auditor may question the reasoning for the Board's decision, it was within the Board's purview and discretion to enter into an agreement that it felt was in the best academic and financial interest of the District. The Board stands by this unanimous decision.

In summary, the Board believes it engaged in due diligence in compliance with the law and Board policy, particularly when it relied upon the services of a professional search firm. We disagree with the Auditor's conclusion as we believe that the conclusion is speculative. Regardless, we appreciate hearing the Auditor's opinion on the matter and respect the Auditor's recommendations. Finally, the Board shared information with the State Auditor's Office in compliance with its requests and subpoena. Outside of this



TUETH KEENEY
COOPER MOHAN JACKSTADT P.C.

process, the Board will continue to abide by the disclosure restrictions set forth in the Settlement Agreement.

Please do not hesitate to contact me should you have any questions regarding this response.

Sincerely,

Margaret A. Hesse

MAH

Cc: Mr. Mark Delaney, Superintendent
Mr. Steven Blair, President, Board of Education